

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION

RICHARD L. KING II,	)	CASE NO. 5:20-cv-00571
	)	
<i>On behalf of himself and all others</i>	)	JUDGE J. PHILIP CALABRESE
<i>similarly situated,</i>	)	
	)	MAGISTRATE JUDGE
Plaintiff,	)	THOMAS M. PARKER
	)	
v.	)	
	)	
BAILEY'S QUALITY PLUMBING AND	)	
HEATING LLC, <i>et al.</i> ,	)	
	)	
Defendants.	)	
	)	

**FINAL ORDER AND JUDGMENT APPROVING SETTLEMENT  
PURSUANT TO THE FAIR LABOR STANDARDS ACT, 29 U.S.C. § 216(b)  
AND DISMISSING ACTION**

This matter is before the Court on the parties' Joint Motion for Approval of Settlement ("Joint Motion") pursuant to the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 216(b). The Joint Motion asks the Court to approve, as fair and reasonable, the proposed *Agreement of Settlement and Release* ("Settlement Agreement") attached to the Joint Motion as Exhibit 1, as well as the Notice to Potential Opt-In Plaintiffs, Opt-In Consent Form, and Individual Allocation Payments Schedule attached as Exhibits 3, 4, and 5, respectively.

Having reviewed the Settlement Agreement, as well as the pleadings and papers filed in this Action, and for good cause shown, the Court enters this Final Order and Judgment approving the Settlement and dismissing the action, as follows:

1. Named/Representative Plaintiff Richard L. King II asserts wage-and-hour claims under the FLSA, 29 U.S.C. §§ 201-219, as well as the wage laws of the State of Ohio, O.R.C. §§

4111.01 *et seq.* and Ohio Const. Art. II, Sec. 34a. Defendants Bailey's Quality Plumbing and Heating LLC and Philip Lee Bailey (collectively "Defendants") have denied any such violations.

2. The Settlement will cover Plaintiff Richard L. King II and the Opt-In Plaintiffs as provided in the Settlement Agreement. Opt-In Plaintiffs who will be covered by the Settlement will include Named/Representative Plaintiff King and all present and former hourly plumbing employees and employees with similar job titles or duties (including plumbing helpers, apprentices, and laborers) of Bailey's Quality Plumbing and Heating LLC from March 16, 2018 to September 1, 2021 and who are listed on the Individual Payments Allocation Schedule (along with the Representative Plaintiff) attached as Exhibit 5 to the Joint Motion, and who join this Action pursuant to the FLSA, 29 U.S.C. § 216(b), by signing and returning a "Consent to Join Claim Form & Release" attached as Exhibit 4 to the Joint Motion.

3. The Court finds that the proposed Settlement is fair and reasonable and satisfies the standard for approval under the FLSA, 29 U.S.C. § 216(b). There is "a bona fide dispute between the parties as to the employer's liability under the FLSA" and the Settlement "is fair, reasonable, and adequate." *Kritzer v. Safelite Solutions, LLC*, 2012 U.S. Dist. LEXIS 74994, at \*17-19 (S.D. Ohio May 30, 2012); *Hill v. Medicare Transport, Inc.*, N.D.Ohio No. 5:19CV1582, 2019 U.S. Dist. LEXIS 182622, at \*1-2 (Oct. 22, 2019); *Pittman v. Matalco (U.S.), Inc.*, N.D.Ohio No. 4:18CV203, 2018 U.S. Dist. LEXIS 210345, at \*2 (Dec. 13, 2018); *Jackson v. Trubridge, Inc.*, N.D.Ohio No. 5:16-cv-00223, 2017 U.S. Dist. LEXIS 193782, at \*4 (N.D. Ohio Jan. 26, 2017).

4. The Court approves the Settlement Agreement, and orders that the Settlement Agreement be implemented according to its terms and conditions and as directed herein.

5. The “Notice of Settlement of Wage Lawsuit” attached to the Motion for Approval as Exhibit 3, the “Consent to Join Claim Form & Release” attached as Exhibit 4 (Exhibits A and B to the Settlement Agreement, respectively), the Individual Payments Allocation Schedule (Exhibit C to the Settlement Agreement), and the notice protocols described in the Settlement Agreement are approved. *See* Fed. R. Civ. P. 83(b); 29 U.S.C. § 216(b). Notice shall be sent to the “Potential Opt-Ins” as defined in the Settlement Agreement – all present and former hourly plumbing employees and employees with similar job titles or duties (including plumbing helpers, apprentices, and laborers) of Bailey’s Quality Plumbing and Heating LLC from March 16, 2018 to September 1, 2021 and who are listed on the Individual Payments Allocation Schedule (along with the Representative Plaintiff) attached as Exhibit C – pursuant to the protocols outlined in the Settlement Agreement.

6. Potential Opt-Ins desiring to include themselves in the Settlement must do so in writing or by completing the Consent Form sent by Counsel. Completed Consent Forms must be returned to Plaintiff’s Counsel pursuant to the instructions in the Notice and Consent Form and must be postmarked within forty-five (45) calendar days after the notice to Potential Opt-Ins initial mailing date. All timely executed Consent Forms from eligible Opt-In Plaintiff settlement participants must be filed by Plaintiffs’ Counsel with the Court within fourteen (14) calendar days after the consent period is completed.

7. The Court finds that the total settlement amount, the Net Settlement Fund amount, as well as Individual Allocation Payments Schedule which outlines each Potential Opt-In Plaintiffs’ Settlement Share as described in the Settlement Agreement are fair and reasonable. The Court orders that such payments be distributed in the manner, and subject to the terms and conditions, set forth in the Settlement Agreement.

8. The Court approves the proposed service award to Named Plaintiff Richard L. King II and orders that such payment be made in the manner, and subject to the terms and conditions, set forth in the Settlement Agreement. The service award is justified by Plaintiff's efforts on behalf of other settlement participants and is consistent with awards in other wage and hour class actions approved by courts within the Sixth Circuit and this District. *See Dillworth v. Case Farms Processing, Inc.*, N.D.Ohio No. 5:08-cv-1694, 2010 U.S. Dist. LEXIS 20446, at \*17 (Mar. 8, 2010); *Alward v. Marriott Internatl., Inc.*, N.D.Ohio No. 1:18-cv-02337-PAG, 2019 U.S. Dist. LEXIS 199053, at \*4 (Nov. 18, 2019). The Court further approves the proposed payment to Named Plaintiff Richard L. King II with regard to his alleged loss of tools and equipment.

9. The Court approves the payment of attorneys' fees and expense reimbursements to Plaintiffs' Counsel as provided in the Settlement Agreement, and orders that such payments be made in the manner, and subject to the terms and conditions, set forth in the Settlement Agreement. Based on the evidence and arguments presented in the motion papers, the fee payment falls within the range of fees awarded by courts within this district and division in other FLSA settlements.

10. The Court dismisses this Action, and all claims of the named Plaintiffs and Opt-Ins, with prejudice. The Court finds there is no just reason for delay and directs the Clerk of the Court to enter this Final Order and Judgment immediately.

11. As requested by the parties in the Settlement Agreement, the Court retains jurisdiction over the Action to enforce the terms of the Settlement Agreement and resolve any and all disputes thereunder.

**SO ORDERED.**



Date: January 10, 2022

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J. PHILIP CALABRESE  
United States District Judge